

NOTICE AND CONSENT REGARDING ELECTRONIC COMMUNICATIONS DELIVERY

- PLEASE READ ENTIRE DOCUMENT.
- AFTER READING THIS DOCUMENT, CLOSE WINDOW AND CLICK "ACCEPT" OR "CONTINUE" TO ACCEPT AND "DECLINE" OR "CANCEL" TO DECLINE AS NOTED FOR THE PRODUCT OR SERVICE YOU ARE REQUESTING.
- KEEP A COPY FOR YOUR RECORDS

The following terms and conditions apply to electronic communications available through the secure Online Service accessed through wamu.com. For purposes of this Notice and Consent Regarding Electronic Communications Delivery (the "Notice and Consent"), the "Online Service" means your online access to data pertaining to your accounts and services and your online ability to control or implement decisions relating to those accounts and services.

IMPORTANT DEFINITIONS

"WE," "US," "OUR," "WASHINGTON MUTUAL," "WaMu" AND "BANK" means Washington Mutual Bank (also operating under the name Washington Mutual Bank, FA) and/or Washington Mutual Bank fsb.

"COMMUNICATIONS" means any and all communications with us, whether or not required by a law or regulation, including, without limit:

- Notices (e.g. renewal, termination, maturity, delinquency, approval, requests for additional information, change of terms, overdraft, and other notices);
- Disclosures (e.g. initial, periodic, annual, adverse action, and other disclosures);
- Privacy statements;
- Service notifications; and
- Periodic statements.

Examples of laws and regulations which might require such Communications include, without limit, Equal Credit Opportunity Act and Regulation B, Electronic Funds Transfer Act and Regulation E, Truth in Lending Act and Regulation Z, Funds Availability Act and Regulation CC, Truth in Savings Act and Regulation DD, Federal Deposit Insurance Act, Internal Revenue Code and Fair Credit Reporting Act.

NOTE: Acceptance of this Notice and Consent form does not enroll you in any online banking service, such as a service to deliver statements electronically. If an account is eligible for paper and electronic-only delivery, a person authorized to act with respect to the account must request and be approved for electronic-only delivery to eliminate the paper delivery of statements; if the account is designed for electronic delivery applying for those accounts is a request for electronic delivery of Communications.

ELECTRONIC DISCLOSURE AND CONSENT

By accepting this Notice and Consent form, you agree that Bank may, but is not obligated to, electronically make available to you any Communications regarding any account or service, including Communications regarding the Online Service described here or in other online agreements which we are required or otherwise choose to send to you in any capacity in which we may act (e.g. as depository, lender, loan servicer, retirement plan, Trustee, or otherwise) with respect to any account or service (which may include, without limit, deposits, loans or lines of credit) held with, or by Bank.

In addition, you agree and designate all of the following for Bank's use in sending Communications to you, except as may be limited by law, and we may, but will not be obligated to, send you Communications via one or more of these methods:

- Message to My Message Center, which you may, or with certain services are required to, establish.

My Message Center is a secure message center that is accessed through wamu.com using your User ID and password.

- A general or public e-mail (at any e-mail address you provide with respect to any account or service with us).

You must inform the Bank of any change to your email address by calling CUSTOMER SERVICE at (800) 788-7000 (or such other number as we may advise from time to time) or updating your information directly through the Online Service. If you do not provide notice of change of your e-mail address, you agree that the Bank may send all e-mail notices and other Communications to you at the e-mail address maintained on the Bank's records for any of your accounts or services with us, or as otherwise set forth herein, at our option, except as may be limited by law.

- U.S. Mail at such address as we may maintain in our records from time to time, with respect to any account or service you have.
- Holding such notice if we are advised that any such address is no longer valid.
- Any other method permitted by law or agreement with us.

Unless otherwise required by law, such Communications are deemed received by you when sent via any means set forth above or when posted if the Communication is not required to be sent.

You represent to us that the primary computer you intend to use with our online banking service meets the hardware and software requirements described below or that the computer you are using to accept this Notice and Consent is the same computer you intend to use as your primary connection with us.

If you are enrolling in our Online Service in a WaMu financial center or other site provided by us, you agree that when you next log into the Online Service, you will do so from the primary computer you intend to use with our Online Service. Your successful log-in will confirm the representation and agreements you make by clicking the check box below. Until you do so, you will have no obligations under this Notice and Consent.

You may obtain a paper or electronic copy of Communications by calling CUSTOMER SERVICE at 1.800.788.7000. Except as set forth below, you will not be charged any fees for the paper copy. If you request a paper copy of a periodic statement, you will be charged a fee as set forth in the Statement of Fees applicable to the account to which the statement relates. For WaMu products and services obtained online, you may be assessed a fee for paper copies of any Communication if set forth in the statement of fees applicable to your product or service.

If you are enrolling in our Online Service in a WaMu financial center, we will give you a paper copy of our online banking service agreement and this Notice and Consent.

WITHDRAWING CONSENT TO ELECTRONIC DELIVERY

You may notify us that you no longer consent to accept Communications electronically. If you withdraw your consent with respect to any account or service, your use of the Online Service will be terminated automatically with respect to all accounts and all services. If you wish to withdraw your consent, you may do so by calling CUSTOMER SERVICE at 1.800.788.7000 (or such other number as we may establish from time to time) or you may do so on wamu.com, if that particular service provides an electronic option to terminate the service. Except as set forth below, you will not be charged any fees as a result of the withdrawal of your consent. If you terminate your consent for electronic delivery of Communications with respect to a WaMu product or service obtained online, we may terminate your account (immediately, or at any time thereafter at maturity for a term account at our discretion) and, charge an early withdrawal penalty, if applicable to your account. Additional conditions that may apply to your account or service if you withdraw consent to accept

Communications electronically may be stated from time to time, with notice to the extent required by law, in the agreement applicable to your account or service.

SYSTEM REQUIREMENTS

In order to successfully access and retain your electronic Communications, you must have the following hardware and software:

- A personal computer (including a monitor) capable of accessing the Internet and sending and receiving e-mail, and a printer capable of printing copies of Web site information for your records;
- Internet access;
- Microsoft® Windows 98 or a later version, or Macintosh OS 9 or a later version;
- An Internet browser that supports 128-bit encryption, including any of the following:
 - Netscape Navigator 6.0 or a later version;
 - Microsoft Internet Explorer 5.0 or a later version;
 - AOL 8.0 or a later version;
 - Adobe® Acrobat® Reader® software or Adobe® compatible software, so you can view Adobe® PDF files; and
 - A computer hard drive capable of storing data, if you wish to store electronic Communications.

You must keep your contact information in our records current. To update your contact information, you, you may do so by calling CUSTOMER SERVICE at (800) 788-7000 (or such other number as we may establish from time to time) or you may do so on WaMu.com

CHANGES TO THIS AGREEMENT

Washington Mutual reserves the right to change the terms of this Notice and Consent, including, without limit, by adding additional services and by adding or changing the amount of charges or fees. If Washington Mutual makes material changes to the terms of this Notice and Consent, Washington Mutual will notify you if and to the extent required by law. Without limiting the foregoing, if a change is necessary in order to protect the security of Washington Mutual's system or Washington Mutual's customer information, Washington Mutual reserves the right to make immediate changes without prior notice. Washington Mutual always reserves the right to waive or vary the terms of this Notice and Consent on an individual basis.

In the event of a change in the terms of this Notice and Consent, you may accept the change by continuing to use the Service after the effective date of the change or you may decline to accept the change by withdrawing your consent.

CONSENT AND ACKNOWLEDGEMENT

This consent applies to the Online Service and any accounts and services which you have in the past, now or in the future elect to use with the Online Service. By clicking "Accept," you are acknowledging receipt of information in this Notice and Consent and you are consenting and agreeing to accept Communications electronically as described above for the Online Service and any accounts and services that you have in the past, now, or in the future elect to use with the Online Service.

By accepting, you acknowledge:

- receipt of this Notice and Consent Regarding Electronic Communications Delivery Service;
- that you have reasonably demonstrated and/or confirm that you are able to access electronic Communications provided pursuant to the Online Service or if you are enrolling in a WaMu financial center or other site provided by us, that you agree that when you next log into the Online Service you will do so from the primary computer you intend to use with our Online Service and your successful log-in shall confirm that you

are able to access

electronic Communications provided pursuant to the Online Service; and

- that you agree to all of the provisions of this Notice and Consent Regarding Electronics Communications Delivery.